

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF INDIANAPOLIS OFFICE OF FINANCE AND MANAGEMENT PURCHASING
DIVISION
AND
TERMINIX COMMERCIAL PEST CONTROL SERVICE**

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Indianapolis Office of Finance and Management Purchasing Division**, (hereinafter referred to as "City"), and **Terminix Commercial Pest Control Service**, (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

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SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Section 1 and attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 The Contractor shall provide the services as set forth in **Attachment A**, attached hereto and made a part thereof.

SECTION III. TERM

- 3.01 This Agreement shall commence on the date of execution, as determined by the latest date of signing below, and shall terminate two (2) years from that date unless earlier terminated in accordance with this Agreement.
- 3.02 This Agreement may be renewed beyond the expiration date for like or lesser terms by agreement of the parties. Agreement for renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of this Agreement shall remain the same as set forth herein, and may be amended only by written instrument signed by both City and Contractor and attached hereto as an Amendment.

SECTION IV. COMPENSATION

- 4.01 The Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A for a total amount not to exceed Fifty Thousand Dollars (\$50,000.00).
- 4.02 Payment will be in conformance with **Attachment B** to this Agreement.
- 4.03 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City shall pay Contractor within forty-five days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the City in any way.
- 5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.03 Necessary Documentation. Contractor certifies that it will furnish the City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that

it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality of City Information.

5.04.1 Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of the City, be disclosed to a person not in the City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the City.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to City and all such matters will be the property of the City. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the City, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the City and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the City. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Worker's Compensation & Disability	Statutory
B. Employer's Liability Bodily Injury Accident	\$ 100,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 100,000 each employee
C. Excess Auto Liability	\$1,000,000 (single limit) (owned, hired & non-owned)
Bodily injury & property damage	\$1,000,000 each accident
D. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

- 5.07.2 Certificates of Insurance, naming the City as an "additional insured," (C. and D. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with the City prior to commencement of any work. These Certificates shall contain a provision that coverage afforded and the policies will not be canceled until at least thirty (30) days after written notice has been given to the City.
- 5.07.3 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 5.07.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts. Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required in the contract documents.

5.08 Termination for Cause or Convenience.

- 5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with City prior to termination. If termination for convenience is effected by City, Contractor's compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of a termination action for default or for the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Debarment and Suspension

5.10.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

5.10.2 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.10.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.11 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the City.

5.12 Key Persons. It is hereby agreed by the parties hereto that the work described in this Agreement to be performed by Contractor is of a personal services, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor's signatory to this Agreement is a firm, partnership, or corporation, in the event of the termination of employment of anyone understood to be

personally responsible for the work described in this Agreement, the City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

- 5.13 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:
Annette McCarty
Terminix Commercial
7210 N Georgetown Rd.
Indianapolis, IN 46268

to City:
Carol Metz
Purchasing Administrator
1522 City County Building
200 E. Washington Street
Indianapolis, IN 46204

- 5.14 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.
- 5.15 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.16 Conflict of Interest. Contractor certifies and warrants to City that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.17 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.18 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for

payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

- 5.19 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

- 5.20 Waiver. The City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the City's rights or remedies.
- 5.21 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.22 Attorneys' Fees. Contractor shall be liable to the City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.23 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.24 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with City and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

TERMINIX COMMERCIAL PEST CONTROL SERVICE ("Contractor")

By: [Signature] Date: 05-26-10
Printed: Annette McNulty
Title: Branch Accounts Manager

CITY OF INDIANAPOLIS OFFICE OF FINANCE AND MANAGEMENT PURCHASING DIVISION ("City")

By: Carol Metz Date: 6/2/10
Carol Metz, City of Indianapolis Purchasing Administrator

APPROVED AS TO AVAILABILITY OF FUNDING ():
APPROVED FOR EXECUTION (X):

By: David P. Reynolds ① Date: 6-4-10
David P. Reynolds, Controller

CEM
6/2/10

APPROVED AS TO FORM AND LEGALITY:

By: April E. Schulthers Date: 6-1-10
Assistant Corporation Counsel

APPROVED FOR EXECUTION:

Gregory A. Ballard, Mayor

By: AUSA Date: 06/07/10
Samantha S. Karn
Corporation Counsel
Andrew L. Brandes
Chief Deputy Corporation Counsel

Attachment A

Scope of Services

1. Contractor shall provide for all skilled labor, tools, materials, equipment, transportation, insurance, and any permits/fees necessary to accomplish effective control of insect and rodent pests in and immediately around buildings or facilities.
2. Contractor shall be legally licensed and regularly engaged in the business of pest control in commercial buildings in Marion County, IN.
3. Contractor shall be fully insured per the insurance requirements outlined in the *Agreement*.
4. Contractor shall have an established place of business. Contractor shall have a phone and/or pager number and preferably a fax machine.
5. Contractor shall have the capability of dispatching service personnel as required, and shall have the personnel and resources necessary to complete the work in accordance with the expectations outlined herein. This includes any additional facilities that may be added over the course of the contract.
6. Contractor shall immediately begin services for any facility requested in writing by City to receive services. Services shall normally be performed on a monthly, bi-monthly, quarterly, seasonal or other basis (as determined by management) and shall continue unless/until the services are terminated by formal notice by the City or the contract is terminated. A department or agency may terminate services at any location, at any time.
7. Contractor will coordinate with the department/agency regarding hours, schedules, and any other conditions affecting the work. Unless otherwise agreed to by management, all work will be done during normal business hours and with minimal disruption to the organization.
8. Contractor's base services should include effective control/elimination of all rats, mice, roaches, weevils, bed bugs, lice, fleas, ants, silverfish, crickets, spiders, bees, wasps, mites, carpet beetles, moths and other insect or rodent pests in buildings, and, if necessary, areas immediately surrounding the exterior of the buildings. *This agreement does not include treatment of trees, shrubs or lawns nor will it include termite service.* It will be assumed that the contractor's visit will involve whatever means necessary to control pests. This may or may not involve pesticide application during each visit, but may require bait, traps or a combination thereof, all upon the approval of the individual manager of the City facility.
9. While using pesticides, contractor must at all times be in compliance with federal, state and local laws and regulations. Contractor shall have at least one (1) *certified pesticide applicator* employed at the firm at all times. All technicians working on City property shall have received formal training and experience or shall work under the immediate supervision of fully trained individuals.

10. Contractor shall use only those pesticides that are registered and approved by the EPA and the Office of the Indiana State Chemist. No pesticide shall be used in the performance of this agreement unless it will be used in strict conformance with the manufacturer's instructions as they appear on the label. All work will be done in a safe and effective manner and in accordance with up-to-date and industry recognized pest control procedures.
11. Pesticide products shall pose no significant odor problems and shall pose no significant health or safety problems to City staff or to the public when used according to the manufacturer's instructions. City of Indianapolis/Marion County staff shall not be inconvenienced in any significant way by the work to be performed. City of Indianapolis/Marion County shall be the sole judge concerning the merits of products, materials or services(s) proposed in response to this solicitation, and reserve the right to reject products or methods that violate rules and regulations or pose a risk to life or property.
12. Contractor's service technician will perform an assessment of the location on each visit, and will provide the location manager with a statement on active areas of infestation, areas of possible infestation and the recommended solutions. Contractor and facility manager will come to a consensus on the proper treatment.
13. Contractor will provide an immediate "follow-up" treatment free of charge if pest problems remain after a scheduled treatment.
14. No pesticide shall be left unattended and no pesticide or supplies will be "stored" on the premises of any City location.
15. Contractor's personnel must be readily identifiable when present at City locations. This may be satisfied by company uniforms and nametags.
16. Contractor shall invoice the City each month that a department is serviced. City will compensate the contractor when properly invoiced *in arrears* for services performed. The contractor shall adhere to all additional billing instructions as may be issued from the various departments/agencies.
17. Contractor shall bid a "Price per Service Call" for various buildings. All costs for needed services must be included in this quotation, and no additional charges will be allowed. A separate section of the pricing form allows the contractor to bid "additional" buildings on a square ft. basis.

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18. Indianapolis Department of Parks and Recreation Locations

- 18 1. Service required for all DPR locations is to be one (1) time per month, in a substantially repeatable pattern (within approximately 30 days for each application), from January to December unless otherwise indicated.
- 18 2. All DPR stations are located within The City of Indianapolis/Marion County.
- 18 3. Contact for servicing shall be Mr. Marvin Williams at 317 - 327 - 7017

Park Location Name	Address	Tentative Service Requirements
Bethel Park Aquatic Center Locker Rooms & Office	2850 Bethel Ave.	One (1) time/Month May - Aug
Bethel Park Family Center	2850 Bethel Ave.	(Ref 16.19.1)
Broad Ripple Auxiliary Site	1610 Broad Ripple Ave.	(Ref 16.19.1)
Broad Ripple Park Center	1550 Broad Ripple Ave.	(Ref 16.19.1)
Broad Ripple Maintenance Building	1500 Broad Ripple Ave.	(Ref 16.19.1)
Broad Ripple Pool, Locker Rooms & Concession	1450 Broad Ripple Ave.	One (1) time/Month May - July
Brookside Center	3500 Brookside Pkwy S. Dr.	Two (2) times/Month Jan - Dec
Brookside Aquatic Center, Staff Office, Concession Area and Locker Rooms	3500 Brookside Pkwy S. Dr.	One (1) time/Month May - July
Brookside Maintenance Building	3500 Brookside Pkwy S. Dr.	(Ref 16.19.1)
Bush Stadium (Concourse/Interior Areas)	1501 W. 16 th St.	As Requested
Christian Center	4200 English Ave.	(Ref 16.19.1)
Douglas Center	1616 E. 25 th St.	(Ref 16.19.1)
Eagle Creek Beach Concessions, Staff Office and Locker Rooms	7502 Eagle Beach Dr.	One (1) time/Month May - Aug
Eagle Creek Crest	8561 Wilson Rd.	One (1) time/Month May - Aug.
Eagle Creek Earth Discovery Center	5901 Delong Rd.	(Ref 16.19.1)
Eagle Creek EELS Headquarters	6057 Delong Rd.	(Ref 16.19.1)
Eagle Creek Hide-Away	8901 W. 56 th St.	One (1) time/Month May - Aug.
Eagle Creek Marina Concessions	7602 Walnut Pint Rd.	One (1) time/Month May - Aug.

Eagle Creek Park Office	7840 W. 56 th St.	(Ref 16.19.1)
Eagle Creek Ornithology Center	6515 Delong Rd.	(Ref 16.19.1)
Ellenberger Park Office, Concession Area and Locker Rooms	5301 E. St. Clair	One (1) time/Month Apr - Oct
Garfield Arts Center	2332 Conservatory Dr.	(Ref 16.19.1)
Garfield Conservatory	2450 Shelby St.	(Ref 16.19.1)
Garfield Family Center	2345 Pagoda Dr.	(Ref 16.19.1)
Garfield Park McCallister Center for Performing Arts (outdoor facility)	2332 Conservatory Dr.	One (1) time/Month May – Sept.
Garfield Maintenance Building	510 E. Southern Ave.	(Ref 16.19.1)

Park Location Name	Address	Tentative Service Requirements
Holliday Park Center	6349 Spring Mill Rd.	One (1) time/Month Jan, May, Sept
Indianapolis Velodrome Concession, Locker Rooms & Office	3649 Cold Springs Rd.	One (1) time/Month Apr - Oct
Indy Island Locker Rooms, Office & Concession	8575 E. Raymond St.	(Ref 16.19.1)
Klein Concession	4900 Rockville Rd.	One (1) time/Month April – Oct.
Krannert Concession	605 S. High School Rd.	One (1) time/Month May - July
Krannert Family Center	605 S. High School Rd.	(Ref 16.19.1)
Kuntz Soccer Center Office	1502 W. 16th St.	(Ref 16.19.1)
Kuntz Soccer Stadium, Locker Rooms, Concession Stand & Press Box	1502 W. 16th St.	One (1) time/Month Apr - Oct
LaShonna Bates Aquatic Locker Rooms & Office	1452 S. Reisner	(Ref 16.19.1)
Maintenance Headquarters	6820 E. 32nd St.	(Ref 16.19.1)
MLK Building	601 E. 17th St.	(Ref 16.19.1)
Municipal Gardens	1831 Lafayette Rd.	(Ref 16.19.1)
Northwestway Concession, Staff Office and Locker Rooms	5253 W. 62nd St.	One (1) time/Month May – July

Perry Park Ice Rink, Locker Rooms, Office & Concession Area	451 E. Stop 11 Rd.	(Ref 16.19.1)
Perry Park Playground Maintenance Building	3500 White River Pkwy W.	(Ref 16.19.1)
Post Road Park Facility	1313 S. Post Rd.	(Ref 16.19.1)
Pride Center	1129 Vandemann	One (1) time/Month Mar, June, Sept
Rhodium Park Family Center	1720 W. Wilkens	(Ref 16.19.1)
Rhodium Pool, Locker Rooms, Office Area & Concession Area	1720 W. Wilkens	One (1) time/Month May – Aug
Riverside Center	2420 N. Riverside E. Dr.	Two (2) times/Month Jan - Dec
Riverside Marina	3001 W. White River Pkwy	One (1) time/Month Jan – Dec
Sahm Park Concession, Locker Rooms & Office	6801 E. 91st St.	One (1) time/Month May - July
Sahm Corporate Shelter	6801 E. 91st St.	One (1) time/Month May - July
Southeastway Center	5624 E. County Line Rd.	One (1) time/Month Jan, May, Sept
Southeastway Maintenance Building	5624 E. County Line Rd.	(Ref 16.19.1)
Thatcher Center	4649 W. Vermont St.	Two (2) times/Month Jan - Dec
Thatcher Maintenance Building	4702 Rockville Rd.	(Ref 16.19.1)
Washington Park	3120 E. 30th St.	(Ref 16.19.1)
Watkins Center	2360 Martin Luther King Jr.	Two (2) times/Month Jan - Dec
Windsor Center	6510 E. 25 th St.	(Ref 16.19.1)

19. Indianapolis Metropolitan Police Department (IMPD) Locations

- 19.1 Service required for all IMPD locations is to be one (1) time per month, in a substantially repeatable pattern (within approximately 30 days for each application), from January to December unless otherwise indicated.
- 19.2 All IMPD stations are located within The City of Indianapolis/Marion County.
- 19.3 Contact for servicing shall be Ms Jo Scott at 317 - 327 - 3585

Location Name	Address	Tentative Service Requirements
IMPD Mounted Patrol	55 North Tibbs	Only As Requested
IMPD Shooting Range	5820 High School Road	Only As Requested
IMPD Northeast District	3229 North Shadeland Avenue	(Ref. 16.20.1)
IMPD JTV Hill Recreational Center	1806 Columbia Avenue	(Ref. 16.20.1)

20. The Indianapolis Department of Public Works (DPW) Locations

- 20.1 Service required for all DPW locations is to be bi-weekly, in a substantially repeatable pattern, from January to December unless otherwise indicated.
- 20.2 All DPW locations will be within the City of Indianapolis/Marion County.
- 20.3 Contact for servicing shall be Ms Doris Watts at 317 – 327 – 4988

Location	Facilities to be Serviced	Tentative Service Requirements
2001 Martin Luther King Dr.	All offices, restrooms, break room, locker room, and garage area.	Ref 15.21.1
3915 E. 21 st St.	All offices, restrooms, conference room, break room, garage area.	Ref 15.21.1
6380 N. Evanston (Greenways)	All offices, restrooms, conference rooms, supply room, and break room.	Ref 15.21.1
2700 South Belmont Avenue (Solid Waste Admin/Garage)	All offices, restrooms, conference rooms, break room, locker room, storage area, hallways, and garage area.	<u>Weekly</u>

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Attachment B**Price Sheet****21. Indianapolis Department of Parks and Recreation Locations**

Park Location Name	Address	Price per Visit
Bethel Park Aquatic Center	2850 Bethel Ave.	\$18.00
Bethel Park Family Center	2850 Bethel Ave.	\$18.00
Broad Ripple Park Auxiliary Site	1610 Broad Ripple Ave.	\$18.00
Broad Ripple Park Center	1550 Broad Ripple Ave.	\$18.00
Broad Ripple Park Maintenance Building	1500 Broad Ripple Ave.	\$18.00
Broad Ripple Park Pool	1450 Broad Ripple Ave.	\$18.00
Brookside Park Center	3500 Brookside Pkwy S. Dr.	\$18.00
Brookside Park Aquatic Center	3500 Brookside Pkwy S. Dr.	\$18.00
Brookside Park Maintenance Building	3500 Brookside Pkwy S. Dr.	\$18.00
Bush Stadium	1501 W. 16 th St.	\$18.00
Christian Park Center	4200 English Ave.	\$18.00
Douglas Park Center	1616 E. 25 th St.	\$18.00
Eagle Creek Park Beach	7502 Eagle Beach Dr.	\$18.00
Eagle Creek Park Eagles Crest	8561 Wilson Rd.	\$18.00
Eagle Creek Park Earth Discovery Center	5901 Delong Rd.	\$18.00
Eagle Creek Park EELS Headquarters	6057 Delong Rd.	\$18.00
Eagle Creek Park Hide-Away	8901 W. 56 th St.	\$18.00
Eagle Creek Park Marina Concessions	7602 Walnut Pint Rd.	\$18.00
Eagle Creek Park Office	7840 W. 56 th St.	\$18.00

Eagle Creek Park Ornithology Center	6515 Delong Rd.	\$18.00
Ellenberger Park	5301 E. St. Clair	\$18.00
Garfield Park Arts Center	2332 Conservatory Dr.	\$18.00
Garfield Park Conservatory	2450 Shelby St.	\$18.00
Garfield Park Family Center	2345 Pagoda Dr.	\$18.00
Garfield Park McCallister Center	2332 Conservatory Dr.	\$18.00
Garfield Park Maintenance Building	510 E. Southern Ave.	\$18.00
Holliday Park Center	6349 Spring Mill Rd.	\$18.00
Indianapolis Velodrome	3649 Cold Springs Rd.	\$18.00
Indy Island	8575 E. Raymond St.	\$18.00
Klein Concession	4900 Rockville Rd.	\$18.00
Krannert Park Concession	605 S. High School Rd.	\$18.00
Krannert Park Family Center	605 S. High School Rd.	\$18.00
Kuntz Soccer Center Office	1502 W. 16th St.	\$18.00
Kuntz Soccer Stadium	1502 W. 16th St.	\$18.00
LaShonna Bates Park	1452 S. Reisner	\$18.00
DPR Maintenance Headquarters	6820 E. 32nd St.	\$18.00
MLK Building	601 E. 17th St.	\$18.00
Municipal Gardens	1831 Lafayette Rd.	\$18.00
Northwestway Park	5253 W. 62nd St.	\$18.00
Perry Park	451 E. Stop 11 Rd.	\$18.00

Park Location Name	Address	Price per Visit
Perry Park Playground Maintenance Bldg.	3500 White River Pkwy West Dr.	\$18.00
Post Road Park Facility	1313 S. Post Rd.	\$18.00
Pride Center	1129 Vandemann	\$18.00
Rhodium Park Family Center	1720 W. Wilkens	\$18.00
Rhodium Park Pool	1720 W. Wilkens	\$18.00
Riverside Center	2420 N. Riverside E. Dr.	\$18.00
Riverside Marina	3001 W. White River Pkwy	\$18.00
Sahm Park	6801 E. 91st St.	\$18.00
Sahm Corporate Shelter	6801 E. 91st St.	\$18.00
Southeastway Center	5624 E. County Line Rd.	\$18.00
Southeastway Maintenance Building	5624 E. County Line Rd.	\$18.00
Thatcher Center	4649 W. Vermont St.	\$18.00
Thatcher Maintenance Building	4702 Rockville Rd.	\$18.00
Washington Park	3120 E. 30th St.	\$18.00
Watkins Center	2360 Martin Luther King Jr.	\$18.00
Windsor Center	6510 E. 25 th St.	\$18.00

22. Indianapolis Metropolitan Police Department Locations

IMPD Facility Location Name	Address	Price per Visit
IMPD Mounted Patrol Building	55 North Tibbs	\$18.00
IMPD Shooting Range	5820 High School Road	\$18.00
IMPD Northeast District	3229 North Shadeland Ave.	\$18.00
IMPD JTV Hill Recreational Center	1806 Columbia Avenue	\$18.00

23. Indianapolis Department of Public Works

DPW Location Name	Price per Visit
2001 Martin Luther King Dr.	\$18.00
3915 E. 21 st St.	\$18.00
6380 N. Evanston (Greenways)	\$18.00
2700 South Belmont Avenue (Solid Waste Admin/Garage)	\$18.00

24. Additional Facilities (Price per Square Foot Including Service Call)

Square Footage	Price per Square Foot
0 to 3,000 Square Feet	\$18.00
3,001 to 5,000 Square Feet	\$18.00
5,001 to 10,000 Square Feet	\$28.00
10,001 to 15,000 Square Feet	\$28.00
15,001 to 20,000 Square Feet	\$38.00
20,001 to 30,000 Square Feet	\$48.00

End of Pricing Sheet

25. Extended Price Sheet

If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Marion County (and notify Indianapolis Purchasing Division upon initial extension to an additional subdivision)?

YES _____ X _____

NO _____

If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in adjoining counties (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

YES _____ X _____

NO _____

[Political subdivisions include cities, towns, school corporations, and county governments. If you mark YES you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.]

Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?

YES _____

NO _____ X _____

Will you agree to provide upon request but not more than quarterly, a report to the City of Indianapolis that would include the names of;

- a. any participating political subdivisions and
- b. item descriptions and quantities purchased per subdivision?

YES _____ X _____

NO _____

The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

All political subdivisions must be willing to accept all items(s) as described in the specifications without any change or alteration, no matter how minute, once accepted by the City of Indianapolis.

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26. Subcontractors

If this work is partially subcontracted, please indicate the name and address of any subcontractor(s) and the portions of the work for which they will be responsible. (The firm submitting the bid must be willing to act as a prime contractor, assuming all final responsibility for any project.)

1. Company name N/A

Address _____

Phone _____ Contact Name _____

Responsibilities _____

2. Company name _____

Address _____

Phone _____ Contact Name _____

Responsibilities _____

3. Company name _____

Address _____

Phone _____ Contact Name _____

Responsibilities _____

4. Company name _____

Address _____

Phone _____ Contact Name _____

Responsibilities _____

[illegible]